

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROVE U.S. L.L.C.		03/25/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3666698	ECOS	
Registration Number:	792129	GROVE	
Registration Number:	2976423	GROVE	
Registration Number:	2684135	MEGAFORM	
Registration Number:	2717170	MEGATRAK	
Registration Number:	2691261	TWIN-LOCK	
Registration Number:	2289383	YARDBOSS GROVE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30067		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$190.00 3666698

DATE SIGNED:	03/28/2019
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into as of March 25, 2019, by and among **GROVE U.S. L.L.C.** (the “Grantor”), and **JP MORGAN CHASE BANK, N.A.**, in its capacity as administrative and collateral agent for the “Secured Parties” (as defined in the Pledge and Security Agreement referred to below) (in such capacity the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain ABL Pledge and Security Agreement, entered into as of March 25, 2019, by and among the Grantor, The Manitowoc Company, Inc., the other Domestic Loan Parties party thereto, and the Administrative Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement), a security interest in all of its right, title and interest in, to and under all of the Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (collectively, the “Trademark Collateral”):

(a) all (i) trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (other than any application for registration of a Trademark filed in the U.S. Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until evidence of use has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(d) of the Lanham Act or Section 1(c) of the Lanham Act (15 U.S.C. § 1051, et seq.) with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such Trademark application or the registration that issues from such application under applicable federal law); (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world, including the registrations and applications listed on Annex A attached hereto.

Notwithstanding anything herein to the contrary, Trademark Collateral shall in no event include, and this Agreement shall in no event create a security interest in, any Excluded Assets of the Grantor.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent by the Grantor pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby by the Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern and control.

Section 4. Recordation. The Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, record this Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROVE U.S. L.L.C.,
as Grantor

By: 
Name: David J. Antoniuk
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent







By: Robert S. Sheppard
Name: Robert S. Sheppard
Title: Authorized Officer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 006602 FRAME: 0663

ANNEX A

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	United States	ECOS	3,666,698	11-AUG-2009
Grove U.S. LLC	China	G & Design 	1,177,782	21-MAY-1998
Grove U.S. LLC	South Korea	G & Design 	425,058	15-OCT-1998
Grove U.S. LLC	Australia	G Grove & Design 	273,839	08-NOV-1973
Grove U.S. LLC	Benelux	G Grove & Design 	43,605	1-DEC-1972
Grove U.S. LLC	South Korea	G Grove & Design 	61,167	01-MAY-1979
Grove U.S. LLC	Switzerland	G Grove & Design 	392,481	19-MAY-1992
Grove U.S. LLC	China	G Grove & Trapezoid Design 	220,552	15-FEB-1985
Grove U.S. LLC	European Union ¹	G Grove WORLDWIDE & Design 	187,617	22-SEP-1998
Grove U.S. LLC	Great Britain	G Grove WORLDWIDE & Design 	1,568,241	30-JUN-1995
Grove U.S. LLC	Sweden	G Grove WORLDWIDE & Design 	301,088	05-MAY-1995
Grove U.S. LLC	Algeria	GROVE	51,044	30-JUN-1996
Grove U.S. LLC	Argentina	GROVE	1,508,773	N/A
Grove U.S. LLC	Argentina	GROVE	2,012,668	28-JUL-2015
Grove U.S. LLC	Benelux	GROVE	43,604	15-JUN-1971
Grove U.S. LLC	Brazil	GROVE	7,197,454	10-AUG-1980
Grove U.S. LLC	Canada	GROVE	154,488	08-DEC-1967
Grove U.S. LLC	China	GROVE	927,827	07-JAN-1997
Grove U.S. LLC	European Union ²	GROVE	188,599	23-NOV-1998

¹ Registration covers Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

² Registration covers Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland,


Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	France	GROVE	1,341,512	(05-FEB-1986)
Grove U.S. LLC	Indonesia	GROVE	IDM00126749	10-JUL-2007
Grove U.S. LLC	Indonesia	GROVE	IDM00126748	10-JUL-2007
Grove U.S. LLC	South Korea	GROVE	61,166	01-MAY-1979
Grove U.S. LLC	Spain	GROVE	630,008	10-OCT-1977
Grove U.S. LLC	Sweden	GROVE	146,594	29-MAR-1974
Grove U.S. LLC	Switzerland	GROVE	350,317	15-DEC-1986
Grove U.S. LLC	United Arab Emirates	GROVE	2,245	27-AUG-1995
Grove U.S. LLC	United States	GROVE	792,129	6-JUL-1965
Grove U.S. LLC	Vietnam	GROVE	18,194	19-SEP-1995
Grove U.S. LLC	Vietnam	GROVE	18,195	19-SEP-1995
Grove U.S. LLC	China	GROVE GROVE	220,550	15-FEB-1985
Grove U.S. LLC	China	GROVE (IN CHINESE CHARACTERS) 格鲁夫	4,883,846	28-AUG-2008
Grove U.S. LLC	Argentina	GROVE (Stylized) GROVE	2,744,142	28-JUL-2015
Grove U.S. LLC	Argentina	GROVE (Stylized) GROVE	2,505,442	21-MAY-2012
Grove U.S. LLC	Argentina	GROVE (Stylized) GROVE	3,249,395	16-DEC-2013
Grove U.S. LLC	Argentina	GROVE (Stylized) GROVE	2,816,267	07-JUL-2016
Grove U.S. LLC	Argentina	GROVE (Stylized) GROVE	2,705,899	06-JAN-2015
Grove U.S. LLC	Australia	GROVE (Stylized) GROVE	845,611	08-AUG-2000
Grove U.S. LLC	Brazil	GROVE (Stylized) GROVE	829,130,039	22-NOV-2011
Grove U.S. LLC	Brazil	GROVE (Stylized) GROVE	823,066,304	03-FEB-2009
Grove U.S. LLC	Canada	GROVE (Stylized) GROVE	1,429,115	24-SEP-2013
Grove U.S. LLC	Chile	GROVE (Stylized) GROVE	1,209,301	11-APR-2016
Grove U.S. LLC	Chile	GROVE (Stylized) GROVE	1,209,300	11-APR-2016
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,677,894	07-DEC-2001
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,685,595	21-DEC-2001
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,692,980	07-JAN-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,693,944	07-JAN-2002

Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,694,056	07-JAN-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,697,750	14-JAN-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,699,206	14-JAN-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,717,957	21-FEB-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,723,858	28-FEB-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,741,108	07-APR-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,766,426	14-MAY-2002
Grove U.S. LLC	China	GROVE (Stylized) GROVE	1,781,685	07-JUN-2002
Grove U.S. LLC	Egypt	GROVE (Stylized) GROVE	135,322	21-MAR-2007
Grove U.S. LLC	Egypt	GROVE (Stylized) GROVE	135,323	10-MAY-2006
Grove U.S. LLC	Egypt	GROVE (Stylized) GROVE	135,324	25-MAR-2007
Grove U.S. LLC	Egypt	GROVE (Stylized) GROVE	135,325	26-MAR-2007
Grove U.S. LLC	Egypt	GROVE (Stylized) GROVE	135,326	27-DEC-2009
Grove U.S. LLC	European Union ³	GROVE (Stylized) GROVE	1,795,970	21-JAN-2004
Grove U.S. LLC	India	GROVE (Stylized) GROVE	(944,858)	(03-AUG-2000)
Grove U.S. LLC	India	GROVE (Stylized) GROVE	(944,862)	(03-AUG-200)
Grove U.S. LLC	India	GROVE (Stylized) GROVE	944,867	(03-AUG-2000)
Grove U.S. LLC	India	GROVE (Stylized) GROVE	1,238,452	(19-SEP-2003)
Grove U.S. LLC	Indonesia	GROVE (Stylized) GROVE	276,331	20-OCT-2010
Grove U.S. LLC	Indonesia	GROVE (Stylized) GROVE	276,332	20-OCT-2010
Grove U.S. LLC	Malaysia	GROVE (Stylized) GROVE	(2000-11069)	N/A
Grove U.S. LLC	Malaysia	GROVE (Stylized) GROVE	11,066	18-FEB-2009

³ Registration covers Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	Mexico	GROVE (Stylized) GROVE	687,615	27-FEB-2001
Grove U.S. LLC	Mexico	GROVE (Stylized) GROVE	688,601	28-FEB-2001
Grove U.S. LLC	Mexico	GROVE (Stylized) GROVE	688,602	28-FEB-2001
Grove U.S. LLC	Mexico	GROVE (Stylized) GROVE	759,318	16-AUG-2002
Grove U.S. LLC	Mexico	GROVE (Stylized) GROVE	(779349)	24-FEB-2003
Grove U.S. LLC	Russian Federation	GROVE (Stylized) GROVE	239,343	27-FEB-2003
Grove U.S. LLC	Saudi Arabia	GROVE (Stylized) GROVE	621/47	N/A
Grove U.S. LLC	Saudi Arabia	GROVE (Stylized) GROVE	602/20	N/A
Grove U.S. LLC	Saudi Arabia	GROVE (Stylized) GROVE	602/19	N/A
Grove U.S. LLC	Singapore	GROVE (Stylized) GROVE	T00/14329I	21-JUN-2002
Grove U.S. LLC	Singapore	GROVE (Stylized) GROVE	T02/10070H	19-SEP-2003
Grove U.S. LLC	Singapore	GROVE (Stylized) GROVE	T03/07963Z	01-OCT-2003
Grove U.S. LLC	South Korea	GROVE (Stylized) GROVE	7,214	01-APR-2003
Grove U.S. LLC	South Korea	GROVE (Stylized) GROVE	543,763	24-MAR-2003
Grove U.S. LLC	Switzerland	GROVE (Stylized) GROVE	483,866	18-APR-2001
Grove U.S. LLC	Taiwan	GROVE (Stylized) GROVE	149,665	01-OCT-2001
Grove U.S. LLC	Taiwan	GROVE (Stylized) GROVE	154,396	16-DEC-2001
Grove U.S. LLC	Taiwan	GROVE (Stylized) GROVE	959,755	16-SEP-2001
Grove U.S. LLC	Taiwan	GROVE (Stylized) GROVE	965,173	16-OCT-2001
Grove U.S. LLC	Taiwan	GROVE (Stylized) GROVE	968,002	01-NOV-2001
Grove U.S. LLC	Thailand	GROVE (Stylized) GROVE	BOR 20,028	(16-AUG-2000)
Grove U.S. LLC	Thailand	GROVE (Stylized) GROVE	BOR 14,186	(16-AUG-2000)
Grove U.S. LLC	Thailand	GROVE (Stylized) GROVE	KOR 145,415	(16-AUG-2000)
Grove U.S. LLC	Thailand	GROVE (Stylized) GROVE	KOR 155,546	(16-AUG-2000)
Grove U.S. LLC	Turkey	GROVE (Stylized) GROVE	200016993	(15-AUG-2000)

Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	United Arab Emirates	GROVE (Stylized) GROVE	(37812)	N/A
Grove U.S. LLC	United Arab Emirates	GROVE (Stylized) GROVE	29,952	29-DEC-2001
Grove U.S. LLC	United Arab Emirates	GROVE (Stylized) GROVE	59,559	16-APR-2006
Grove U.S. LLC	United Arab Emirates	GROVE (Stylized) GROVE	59,558	16-APR-2006
Grove U.S. LLC	United States	GROVE (Stylized) GROVE	2,976,423	26-JUL-2005
Grove U.S. LLC	Vietnam	GROVE (Stylized) GROVE	47,968	19-JUN-2003
Manitowoc Cranes, LLC ⁴	Hawaii (State Registration)	GROVE BY MANITOWOC	4,147,298	29-JUL-2015
Grove U.S. LLC	Argentina	MEGAFORM	2,504,600	21-MAY-2012
Grove U.S. LLC	Australia	MEGAFORM	842,062	04-JUL-2002
Grove U.S. LLC	Brazil	MEGAFORM	823,008,703	09-SEP-2008
Grove U.S. LLC	Canada	MEGAFORM	603,904	03-MAR-2004
Grove U.S. LLC	European Union ⁵	MEGAFORM	1,768,548	18-JAN-2002
Grove U.S. LLC	United States	MEGAFORM	2,684,135	04-FEB-2003
Grove U.S. LLC	Australia	MEGATRAK	918,798	04-JUL-2002
Grove U.S. LLC	Brazil	MEGATRAK	824,737,571	11-SEP-2007
Grove U.S. LLC	Canada	MEGATRAK	637,912	20-APR-2005
Grove U.S. LLC	China	MEGATRAK	3,235,746	28-DEC-2005
Grove U.S. LLC	European Union ⁶	MEGATRAK	2,766,236	13-OCT-2004
Grove U.S. LLC	India	MEGATRAK	2,790,198	(12-AUG-2014)
Grove U.S. LLC	Japan	MEGATRAK	5,740,616	13-FEB-2015
Grove U.S. LLC	Mexico	MEGATRAK	766,598	31-OCT-2002
Grove U.S. LLC	Russia	MEGATRAK	621,531	29-JUN-2017
Grove U.S. LLC	South Africa	MEGATRAK	2014/16725	(30-JUN-2014)
Grove U.S. LLC	South Korea	MEGATRAK	565,680	17-NOV-2003
Grove U.S. LLC	Turkey	MEGATRAK	2014/54827	(30-JUN-2014)
Grove U.S. LLC	United States	MEGATRAK	2,717,170	20-MAY-2003
Manitowoc Cranes, LLC ⁷	Hawaii (State Registration)	NATIONAL CRANE	4,147,263	29-JUL-2015
Manitowoc Cranes, LLC ⁸	Hawaii (State Registration)	NATIONAL CRANE BY MANITOWOC	4,147,265	29-JUL-2015
Grove U.S. LLC	United States	TWIN-LOCK	2,691,261	25-FEB-2003
Grove U.S. LLC	Canada	YARDBOSS & Design 	537,615	23-NOV-2000


⁴ Manitowoc Cranes, LLC merged into Grove U.S. L.L.C.

⁵ Registration covers Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

⁶ Registration covers Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

⁷ Manitowoc Cranes, LLC merged into Grove U.S. L.L.C.

⁸ Manitowoc Cranes, LLC merged into Grove U.S. L.L.C.

Grantor	Country	Mark	(Application)/ Registration No.	Application/ Registration Date
Grove U.S. LLC	United States	YARDBOSS & Design 	2,289,383	26-OCT-1999